



JOHN L. SCOTT, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**  
*A Tradition of Service*



November 18, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENTS WITH  
CITIES OF BEVERLY HILLS, GLENDORA, AND MONTEREY PARK  
(FIRST, THIRD, AND FIFTH DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks to renew Agreements with the cities of Beverly Hills, Glendora, and Monterey Park for the provision of as-needed helicopter law enforcement services to the cities by the Department.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman to execute the attached Helicopter Law Enforcement Services Agreement (Attachment 1) with the city of Beverly Hills, effective July 1, 2014, or upon execution by the Chairman, whichever is later, through June 30, 2019, unless sooner terminated or extended. Costs are fully reimbursed by the city of Beverly Hills.
2. Approve and instruct the Chairman to execute the attached Helicopter Law Enforcement Services Agreement (Attachment 2) with the city of Glendora, effective July 1, 2014, or upon execution by the Chairman, whichever is later, through June 30, 2019, unless sooner terminated or extended. Costs are fully reimbursed by the city of Glendora.
3. Approve and instruct the Chairman to execute the attached Helicopter Law Enforcement Services Agreement (Attachment 3) with the city of Monterey Park, effective July 1, 2014, or upon execution by the Chairman, whichever is later, through June 30, 2019, unless sooner terminated or extended. Costs are fully reimbursed by the city of Monterey Park.
4. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreements

and/or supplemental agreements as set forth in Section 8.0 (Amendments) of the Agreements, including amendments that modify the annual billing rates as determined by the County's Auditor-Controller.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current Agreements for helicopter law enforcement services expired on June 30, 2014. The Board is requested to renew the Agreements for a five-year period, effective July 1, 2014, or upon execution by the Chairman, whichever is later, through June 30, 2019, unless sooner terminated or extended. The Department's Aero Bureau will not provide this service until the attached Agreements are executed by the Chairman.

The Department's Aero Bureau, upon request, will assist the cities of Beverly Hills, Glendora, and Monterey Park in non-emergent, non-life threatening, and non-mutual aid activities. Provision of this service to the cities of Beverly Hills, Glendora, and Monterey Park does not require additional cost to the Department. Under the terms of the Agreements, the cities of Beverly Hills, Glendora, and Monterey Park will fully compensate the Department for services.

### **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability. The helicopter law enforcement services provided by the Department enhances and improves interoperability between the agencies, and better prepares participants in future mutual aid needs, while enhancing public safety.

### **FISCAL IMPACT/FINANCING**

Under the terms of the Agreements, the cities of Beverly Hills, Glendora, and Monterey Park are billed for services rendered at annually adjusted rates established by the County's Auditor-Controller. Revenue generated under these rates will fully reimburse the Department's costs associated with any helicopter law enforcement service or the Department's Aero Bureau response provided pursuant to the Agreements.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreements are authorized under the County's Charter Sections 56-1/2 and 56-3/4, and Article 1, Chapter 1, Part 2, Division 1 of Title 5 of the Government Code of the State of California.

The Department will provide air support upon request from any of the referenced cities for law enforcement involved in non-emergent, non-life threatening, and non-mutual aid activities. The Department, however, makes no guarantee of the availability of the air units for deployment when requested by the cities to perform the services herein. The cities agree to pay the County for said services at the hourly rates established each fiscal year by the County's Auditor-Controller. Either party may terminate the Agreements with or without cause by giving 60 calendar days advance written notice to the other party. The Agreements provide for mutual indemnification of the parties.

County Counsel has approved the attached Agreements as to form.

**CONTRACTING PROCESS**

Not applicable.

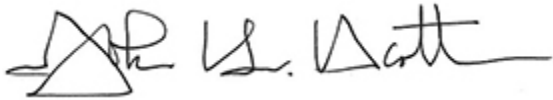
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services. The Department will provide the requested services with the resources included in the Department's budget. Under the terms of the Agreements, the cities will be billed for services rendered at annually adjusted rates established by the County's Auditor-Controller. Revenue generated under these rates fully reimburses the Department.

**CONCLUSION**

Upon Board approval, please return the three originally executed Agreements between the County and the cities of Beverly Hills, Glendora, and Monterey Park, to the Department's Contract Law Enforcement Bureau.

Sincerely

A handwritten signature in black ink, appearing to read "JL Scott", with a stylized initial "JL" and a long horizontal flourish.

JOHN L. SCOTT  
Sheriff

JLS:RTM:ew

Enclosures

**HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF BEVERLY HILLS**

**TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS.....</b>		<b>2</b>
<b>1.0 SCOPE OF SERVICES.....</b>		<b>2</b>
<b>2.0 ADMINISTRATION OF PERSONNEL.....</b>		<b>3</b>
<b>3.0 INDEMNIFICATION.....</b>		<b>4</b>
<b>4.0 TERM OF AGREEMENT.....</b>		<b>5</b>
<b>5.0 RIGHT OF TERMINATION.....</b>		<b>5</b>
<b>6.0 BILLING RATES.....</b>		<b>6</b>
<b>7.0 PAYMENT PROCEDURES.....</b>		<b>7</b>
<b>8.0 AMENDMENTS.....</b>		<b>8</b>
<b>9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....</b>		<b>8</b>
<b>10.0 AUTHORIZATION WARRANTY.....</b>		<b>8</b>
<b>11.0 GOVERNING LAW, JURISDICTION, AND VENUE .....</b>		<b>9</b>
<b>12.0 NOTICES.....</b>		<b>9</b>
<b>13.0 VALIDITY.....</b>		<b>10</b>
<b>14.0 WAIVER.....</b>		<b>10</b>
<b>15.0 ENTIRE AGREEMENT.....</b>		<b>10</b>
<b>SIGNATURES.....</b>		<b>11</b>
<b>APPENDIX A: <u>SHERIFF'S DEPARTMENT AIR SUPPORT POLICY – FIELD OPERATIONS</u></b>		
<b><u>DIRECTIVE 89-8 (REVISED 03-02-93)</u></b>		

## **HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT**

This Helicopter Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF BEVERLY HILLS, hereinafter referred to as "City."

### **RECITALS**

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department," and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, such Agreement is authorized and provided for by the provisions of Section 56 ½ and 56 ¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

### **1.0 SCOPE OF SERVICES**

- 1.1 The County, by and through the Sheriff's Department, agrees to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.
- 1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the Beverly Hills Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for deployment when requested by the City to perform the services herein. The

Sheriff's Department may cancel the provision of services at any time whatsoever if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

- 1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Beverly Hills Police Department's ground units via the Beverly Hills Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.
- 1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.3 With regard to paragraphs 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and is a municipal function.
- 2.6 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 INDEMNIFICATION**

- 3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and

expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

- 3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

#### **4.0 TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall commence July 1, 2014, or upon execution by the Chairman of the Los Angeles County Board of Supervisors, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided for herein.
- 4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 4.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

#### **5.0 RIGHT OF TERMINATION**

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.



- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **6.0 BILLING RATES**

- 6.1 The City shall pay County for the services provided by County under the terms of this Agreement at the rate established by the County Auditor-Controller, as it may be amended from time to time. The rate listed below shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment to this Agreement to reflect the change in rates each fiscal year.
- 6.2 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly rates established each fiscal year by the County Auditor-Controller. For Fiscal Year 2014-2015, the hourly rate is as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Helicopter Patrol	\$967.63

The rate depicted above is developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers'

compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

- 6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.
- 6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Appendix A (Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Aero Bureau.

## **7.0 PAYMENT PROCEDURES**

- 7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the

invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

## **8.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Paragraph 6.1 and Paragraph 7.2 of this Agreement.

## **9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **10.0 AUTHORIZATION WARRANTY**

10.1 The City represents and warrants that the person executing this Agreement for the

City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

- 10.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

#### **11.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **12.0 NOTICES**

- 12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department

Contract Law Enforcement Bureau

Attn: Captain Richard Mouwen

4700 Ramona Boulevard, Rm. 214

Monterey Park, California 91754

12.3 Notices to the City shall be addressed as follows:

City of Beverly Hills

Attn: Captain Mark Rosen

464 N. Rexford Drive

Beverly Hills, California 90210

### **13.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

### **14.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

### **15.0 ENTIRE AGREEMENT**

This Agreement, including Appendix A, and any executed Amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

//

//

//

//

//

//

**HELICOPTER PATROL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF BEVERLY HILLS**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.


COUNTY OF LOS ANGELES

By \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

CITY OF BEVERLY HILLS

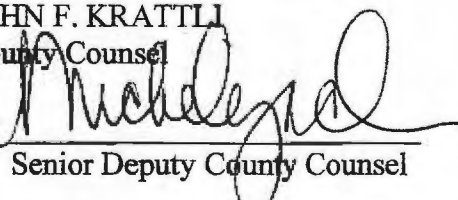
By  \_\_\_\_\_  
CITY OF BEVERLY HILLS  
DAVID SNOWDEN  
Chief of Police

ATTEST:  
City Clerk

By \_\_\_\_\_  
City Clerk

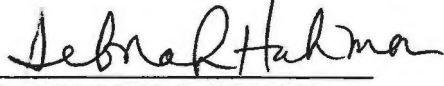
APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By  \_\_\_\_\_  
Senior Deputy County Counsel

Helicopter Patrol Law Enforcement Services

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

COUNTY OF LOS ANGELES  
**SHERIFF'S DEPARTMENT**

DATE: March 2, 1993

OFFICE CORRESPONDENCE

FROM: JAMES M. CALLAS, CHIEF  
WILLIAM A. BAKER, CHIEF  
LARRY L. ANDERSON, CHIEF  
FIELD OPERATIONS REGIONS

TO: UNIT COMMANDERS

SUBJECT: FIELD OPERATIONS DIRECTIVE 89-8 (REVISED 03-02-93)

**AIR SUPPORT POLICY**

The purpose of this directive is to provide guidance to all personnel concerned with using, ordering, or providing air support to ground law enforcement units. It constitutes the policy of this Department and may involve the basis for recovering any monetary reimbursement for providing air support service.

**AIR SUPPORT IN UNINCORPORATED AREAS:**

The Sheriff's Department provides helicopter patrol of the unincorporated areas, as available.

**AIR SUPPORT IN CITIES WHEN A LIFE-THREATENING SITUATION OR A MUTUAL AID REQUEST EXISTS:**

The Sheriff's Department will provide air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer. (The initiator of requests for air support must be able to reasonably articulate why a life was directly threatened.)
2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that are designated as inherently life-threatening:

187 - Murder  
207 - Kidnapping  
211 - Robbery  
217 - Attempt Murder



245 - Assault with a Deadly Weapon  
246 - Shooting at an Inhabited Dwelling  
261 - Rape  
417 - Person with a Weapon  
451 - Arson  
904 - Fire  
997, 998, 999 - Officer needs help or assistance  
FP, VP - Foot or Vehicle Pursuit

3. The original nature of the call determines its character and not the circumstances when concluded. Example: If an air unit responds to a 211 call and it is subsequently determined to be a 415 call, the air support will be free to the concerned city agency.
4. Upon the request from any city for mutual aid, the criteria required under the State Master Mutual Aid agreement must be satisfied. These requests are routinely expressed to the Watch Commander at a Sheriff's Station as identified in Enclosure 1-3 to the Los Angeles County Multi-Hazard Functional Plan. Response under circumstances described in 1-3 are considered "county wide" in nature, and supported by the County General Fund.

#### **AIR SUPPORT IN CITIES OF A NON-LIFE-THREATENING OR NON-MUTUAL AID NATURE:**

The Sheriff's Department may provide, as available, air support to ground units in any city, which are involved in non-life-threatening or non-mutual aid activities, on a fee basis according to rates established by the Los Angeles County Auditor-Controller.

While most support services are included in the contract rate for patrol service, air service is not. Therefore, it is critical that Watch Commanders become quickly involved in the decision making process of determining the duration of the air unit's involvement since these costs could be passed on to the contract city. Desk personnel shall immediately notify the Watch Commander when an air unit is requested or when the air unit has self-initiated a response to a call within a contract city.

The air unit has the prerogative to respond to a call likely to require air support, without first being requested, in order to have aerial support over the location as soon as possible. The air unit shall advise SRC on the appropriate radio frequency that it is responding. A Watch Commander can decide to terminate the response or support and the air unit shall comply. If the air unit has arrived over the site of an incident that is not listed as inherently life-threatening and it is determined to be non-life-threatening, the service time is billable to the contract city up to the time the air unit is discontinued by the Watch Commander or the air unit returns to other duties or regular patrol.

While it is recognized that all situations are not always clear, Unit Commander discretion in changing billable call codes to non-billable, or visa versa, is limited.

If a Unit Commander does deem changes appropriate, he/she should have ample reasons for the change.

**STATION/BUREAU PROCEDURES:**

The Aero Bureau will provide support service as described within the above policy. The time spent handling all air support will be documented. Each Aero Bureau patrol crew will complete an "Aero Bureau Log" at the end of each shift documenting all service activity provided in unincorporated areas or cities. At the end of each month, Aero Bureau shall prepare a report synthesizing the aerial support provided to each contract city. Station Commanders shall receive a copy of this report for each contract city in their respective station area, not later than the fifth of each month.

Each station is required to record Aero Bureau support activity for contract cities in the station area on a daily basis. A "Station Aero Bureau Request Log" shall be maintained by the Watch Deputy, under the direction of the Watch Commander. It will reflect emergent, non-emergent, and mutual aid deployment of Aero units in the station's area of responsibility, and shall be submitted to the station's operations personnel daily. Upon receipt of the monthly Aero Bureau Activity Report for contract cities, The Unit Commander shall ensure that the station's log and the Aero Bureau's report is compared and a list of billable and non-billable activity for each contract city is compiled. By the seventh day of each month, Station Commanders shall submit a memorandum, listing the type, location, and time spent on aerial activity, to the Commander of the Contract Law Enforcement Bureau, with a copy to the concerned contract city manager. This memorandum shall reflect both billable and non-billable activity.

---

JAMES M. CALLAS, CHIEF  
FIELD OPERATIONS REGION I

---

WILLIAM A. BAKER, CHIEF  
FIELD OPERATIONS REGION II

---

LARRY L. ANDERSON, CHIEF  
FIELD OPERATIONS REGION III

**HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF GLENDORA**

**TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS.....</b>		<b>2</b>
1.0	SCOPE OF SERVICES.....	2
2.0	ADMINISTRATION OF PERSONNEL.....	3
3.0	INDEMNIFICATION.....	4
4.0	TERM OF AGREEMENT.....	5
5.0	RIGHT OF TERMINATION.....	5
6.0	BILLING RATES.....	6
7.0	PAYMENT PROCEDURES.....	7
8.0	AMENDMENTS.....	8
9.0	ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....	8
10.0	AUTHORIZATION WARRANTY.....	8
11.0	GOVERNING LAW, JURISDICTION, AND VENUE .....	9
12.0	NOTICES.....	9
13.0	VALIDITY.....	10
14.0	WAIVER.....	10
15.0	ENTIRE AGREEMENT.....	10
<b>SIGNATURES.....</b>		<b>11</b>
<b>APPENDIX A: <u>SHERIFF'S DEPARTMENT AIR SUPPORT POLICY – FIELD OPERATIONS</u></b>		
<b><u>DIRECTIVE 89-8 (REVISED 03-02-93)</u></b>		

## **HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT**

This Helicopter Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF GLENDORA, hereinafter referred to as "City."

### **RECITALS**

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, such Agreement is authorized and provided for by the provisions of Section 56 ½ and 56 ¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

### **1.0 SCOPE OF SERVICES**

- 1.1 The County, by and through the Sheriff's Department, agrees to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.
- 1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the Glendora Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for deployment when requested by the City to perform the services herein. The

Sheriff's Department may cancel the provision of services at any time whatsoever if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

- 1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Glendora Police Department's ground units via the Glendora Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.
- 1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.3 With regard to paragraphs 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and is a municipal function.
- 2.6 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 INDEMNIFICATION**

- 3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and

expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

- 3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

#### **4.0 TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall commence July 1, 2014, or upon execution by the Chairman of the Los Angeles County Board of Supervisors, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided for herein.
- 4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 4.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

#### **5.0 RIGHT OF TERMINATION**

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.



- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **6.0 BILLING RATES**

- 6.1 The City shall pay County for the services provided by County under the terms of this Agreement at the rate established by the County Auditor-Controller, as it may be amended from time to time. The rate listed below shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment to this Agreement to reflect the change in rates each fiscal year.
- 6.2 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly rates established each fiscal year by the County Auditor-Controller. For Fiscal Year 2014-2015, the hourly rate is as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Helicopter Patrol	\$967.63

The rate depicted above is developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers'



compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

- 6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.
- 6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Appendix A (Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Aero Bureau.

## **7.0 PAYMENT PROCEDURES**

- 7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the

invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

## **8.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Paragraph 6.1 and Paragraph 7.2 of this Agreement.

## **9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **10.0 AUTHORIZATION WARRANTY**

10.1 The City represents and warrants that the person executing this Agreement for the

City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

- 10.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

#### **11.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **12.0 NOTICES**

- 12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Richard Mouwen  
4700 Ramona Boulevard, Rm. 214  
Monterey Park, California 91754

12.3 Notices to the City shall be addressed as follows:

City of Glendora

Attn: Captain Joe Ward

150 S. Glendora Avenue

Glendora, California 91741

### **13.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

### **14.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

### **15.0 ENTIRE AGREEMENT**

This Agreement, including Appendix A, and any executed Amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

//

//

//

//

//

//

**HELICOPTER PATROL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF GLENDORA**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

CITY OF GLENDORA

By Ch. J. M.  
CITY OF GLENDORA

ATTEST:  
City Clerk

By Kathleen [Signature]  
City Clerk

APPROVED AS TO FORM:  
JOHN F. KRATTLI

County Counsel

By [Signature]  
Senior Deputy County Counsel

APPROVED AS TO FORM:

City Attorney

By D. Wayne [Signature]  
City Attorney

COUNTY OF LOS ANGELES  
**SHERIFF'S DEPARTMENT**

DATE: March 2, 1993

OFFICE CORRESPONDENCE

FROM: JAMES M. CALLAS, CHIEF  
WILLIAM A. BAKER, CHIEF  
LARRY L. ANDERSON, CHIEF  
FIELD OPERATIONS REGIONS

TO: UNIT COMMANDERS

SUBJECT: FIELD OPERATIONS DIRECTIVE 89-8 (REVISED 03-02-93)

**AIR SUPPORT POLICY**

The purpose of this directive is to provide guidance to all personnel concerned with using, ordering, or providing air support to ground law enforcement units. It constitutes the policy of this Department and may involve the basis for recovering any monetary reimbursement for providing air support service.

**AIR SUPPORT IN UNINCORPORATED AREAS:**

The Sheriff's Department provides helicopter patrol of the unincorporated areas, as available.

**AIR SUPPORT IN CITIES WHEN A LIFE-THREATENING SITUATION OR A MUTUAL AID REQUEST EXISTS:**

The Sheriff's Department will provide air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer. (The initiator of requests for air support must be able to reasonably articulate why a life was directly threatened.)
2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that are designated as inherently life-threatening:

187 - Murder  
207 - Kidnapping  
211 - Robbery  
217 - Attempt Murder

245 - Assault with a Deadly Weapon  
246 - Shooting at an Inhabited Dwelling  
261 - Rape  
417 - Person with a Weapon  
451 - Arson  
904 - Fire  
997, 998, 999 - Officer needs help or assistance  
FP, VP - Foot or Vehicle Pursuit

3. The original nature of the call determines its character and not the circumstances when concluded. Example: If an air unit responds to a 211 call and it is subsequently determined to be a 415 call, the air support will be free to the concerned city agency.
4. Upon the request from any city for mutual aid, the criteria required under the State Master Mutual Aid agreement must be satisfied. These requests are routinely expressed to the Watch Commander at a Sheriff's Station as identified in Enclosure 1-3 to the Los Angeles County Multi-Hazard Functional Plan. Response under circumstances described in 1-3 are considered "county wide" in nature, and supported by the County General Fund.

#### **AIR SUPPORT IN CITIES OF A NON-LIFE-THREATENING OR NON-MUTUAL AID NATURE:**

The Sheriff's Department may provide, as available, air support to ground units in any city, which are involved in non-life-threatening or non-mutual aid activities, on a fee basis according to rates established by the Los Angeles County Auditor-Controller.

While most support services are included in the contract rate for patrol service, air service is not. Therefore, it is critical that Watch Commanders become quickly involved in the decision making process of determining the duration of the air unit's involvement since these costs could be passed on to the contract city. Desk personnel shall immediately notify the Watch Commander when an air unit is requested or when the air unit has self-initiated a response to a call within a contract city.

The air unit has the prerogative to respond to a call likely to require air support, without first being requested, in order to have aerial support over the location as soon as possible. The air unit shall advise SRC on the appropriate radio frequency that it is responding. A Watch Commander can decide to terminate the response or support and the air unit shall comply. If the air unit has arrived over the site of an incident that is not listed as inherently life-threatening and it is determined to be non-life-threatening, the service time is billable to the contract city up to the time the air unit is discontinued by the Watch Commander or the air unit returns to other duties or regular patrol.

While it is recognized that all situations are not always clear, Unit Commander discretion in changing billable call codes to non-billable, or visa versa, is limited.

If a Unit Commander does deem changes appropriate, he/she should have ample reasons for the change.



**STATION/BUREAU PROCEDURES:**

The Aero Bureau will provide support service as described within the above policy. The time spent handling all air support will be documented. Each Aero Bureau patrol crew will complete an "Aero Bureau Log" at the end of each shift documenting all service activity provided in unincorporated areas or cities. At the end of each month, Aero Bureau shall prepare a report synthesizing the aerial support provided to each contract city. Station Commanders shall receive a copy of this report for each contract city in their respective station area, not later than the fifth of each month.

Each station is required to record Aero Bureau support activity for contract cities in the station area on a daily basis. A "Station Aero Bureau Request Log" shall be maintained by the Watch Deputy, under the direction of the Watch Commander. It will reflect emergent, non-emergent, and mutual aid deployment of Aero units in the station's area of responsibility, and shall be submitted to the station's operations personnel daily. Upon receipt of the monthly Aero Bureau Activity Report for contract cities, The Unit Commander shall ensure that the station's log and the Aero Bureau's report is compared and a list of billable and non-billable activity for each contract city is compiled. By the seventh day of each month, Station Commanders shall submit a memorandum, listing the type, location, and time spent on aerial activity, to the Commander of the Contract Law Enforcement Bureau, with a copy to the concerned contract city manager. This memorandum shall reflect both billable and non-billable activity.

---

JAMES M. CALLAS, CHIEF  
FIELD OPERATIONS REGION I

---

WILLIAM A. BAKER, CHIEF  
FIELD OPERATIONS REGION II

---

LARRY L. ANDERSON, CHIEF  
FIELD OPERATIONS REGION III



HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF MONTEREY PARK

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS.....		2
1.0	SCOPE OF SERVICES.....	2
2.0	ADMINISTRATION OF PERSONNEL.....	3
3.0	INDEMNIFICATION.....	4
4.0	TERM OF AGREEMENT.....	5
5.0	RIGHT OF TERMINATION.....	5
6.0	BILLING RATES.....	6
7.0	PAYMENT PROCEDURES.....	7
8.0	AMENDMENTS.....	8
9.0	ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....	8
10.0	AUTHORIZATION WARRANTY.....	8
11.0	GOVERNING LAW, JURISDICTION, AND VENUE .....	9
12.0	NOTICES.....	9
13.0	VALIDITY.....	10
14.0	WAIVER.....	10
15.0	ENTIRE AGREEMENT.....	10
SIGNATURES.....		11
APPENDIX A: <u>SHERIFF'S DEPARTMENT AIR SUPPORT POLICY – FIELD OPERATIONS</u> <u>DIRECTIVE 89-8 (REVISED 03-02-93)</u>		

## **HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT**

This Helicopter Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF MONTEREY PARK, hereinafter referred to as "City."

### **RECITALS**

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, such Agreement is authorized and provided for by the provisions of Section 56 ½ and 56 ¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

### **1.0 SCOPE OF SERVICES**

- 1.1 The County, by and through the Sheriff's Department, agrees to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.
- 1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the Monterey Park Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for deployment when requested by the City to perform the services herein. The

Sheriff's Department may cancel the provision of services at any time whatsoever if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

- 1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Monterey Park Police Department's ground units via the Monterey Park Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.
- 1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.3 With regard to paragraphs 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and is a municipal function.
- 2.6 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 INDEMNIFICATION**

- 3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and

expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

- 3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

#### **4.0 TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall commence July 1, 2014, or upon execution by the Chairman of the Los Angeles County Board of Supervisors, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided for herein.
- 4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 4.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

#### **5.0 RIGHT OF TERMINATION**

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **6.0 BILLING RATES**

- 6.1 The City shall pay County for the services provided by County under the terms of this Agreement at the rate established by the County Auditor-Controller, as it may be amended from time to time. The rate listed below shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment to this Agreement to reflect the change in rates each fiscal year.
- 6.2 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly rates established each fiscal year by the County Auditor-Controller. For Fiscal Year 2014-2015, the hourly rate is as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Helicopter Patrol	\$967.63

The rate depicted above is developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers'

compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

- 6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.
- 6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Appendix A (Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Aero Bureau.

## **7.0 PAYMENT PROCEDURES**

- 7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the



invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

## **8.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Paragraph 6.1 and Paragraph 7.2 of this Agreement.

## **9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **10.0 AUTHORIZATION WARRANTY**

10.1 The City represents and warrants that the person executing this Agreement for the



City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

- 10.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

#### **11.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **12.0 NOTICES**

- 12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Richard Mouwen  
4700 Ramona Boulevard, Rm. 214  
Monterey Park, California 91754

12.3 Notices to the City shall be addressed as follows:

City of Monterey Park

Attn: Captain Eugene Harris

320 W. Newmark Avenue

Monterey Park, California 91754

### **13.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

### **14.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

### **15.0 ENTIRE AGREEMENT**

This Agreement, including Appendix A, and any executed Amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

//

//

//

//

//

//

**HELICOPTER PATROL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF MONTEREY PARK**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

CITY OF MONTEREY PARK  
By \_\_\_\_\_  
CITY OF MONTEREY PARK

ATTEST:  
City Clerk

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

JOHN F. KRATTLI

County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

APPROVED AS TO FORM:

City Attorney

By \_\_\_\_\_  
Asst. City Attorney

COUNTY OF LOS ANGELES  
**SHERIFF'S DEPARTMENT**

DATE: March 2, 1993

OFFICE CORRESPONDENCE

FROM: JAMES M. CALLAS, CHIEF  
WILLIAM A. BAKER, CHIEF  
LARRY L. ANDERSON, CHIEF  
FIELD OPERATIONS REGIONS

TO: UNIT COMMANDERS

SUBJECT: FIELD OPERATIONS DIRECTIVE 89-8 (REVISED 03-02-93)

**AIR SUPPORT POLICY**

The purpose of this directive is to provide guidance to all personnel concerned with using, ordering, or providing air support to ground law enforcement units. It constitutes the policy of this Department and may involve the basis for recovering any monetary reimbursement for providing air support service.

**AIR SUPPORT IN UNINCORPORATED AREAS:**

The Sheriff's Department provides helicopter patrol of the unincorporated areas, as available.

**AIR SUPPORT IN CITIES WHEN A LIFE-THREATENING SITUATION OR A MUTUAL AID REQUEST EXISTS:**

The Sheriff's Department will provide air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer. (The initiator of requests for air support must be able to reasonably articulate why a life was directly threatened.)
2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that are designated as inherently life-threatening:

187 - Murder  
207 - Kidnapping  
211 - Robbery  
217 - Attempt Murder

245 - Assault with a Deadly Weapon  
246 - Shooting at an Inhabited Dwelling  
261 - Rape  
417 - Person with a Weapon  
451 - Arson  
904 - Fire  
997, 998, 999 - Officer needs help or assistance  
FP, VP - Foot or Vehicle Pursuit

3. The original nature of the call determines its character and not the circumstances when concluded. Example: If an air unit responds to a 211 call and it is subsequently determined to be a 415 call, the air support will be free to the concerned city agency.
4. Upon the request from any city for mutual aid, the criteria required under the State Master Mutual Aid agreement must be satisfied. These requests are routinely expressed to the Watch Commander at a Sheriff's Station as identified in Enclosure 1-3 to the Los Angeles County Multi-Hazard Functional Plan. Response under circumstances described in 1-3 are considered "county wide" in nature, and supported by the County General Fund.

#### **AIR SUPPORT IN CITIES OF A NON-LIFE-THREATENING OR NON-MUTUAL AID NATURE:**

The Sheriff's Department may provide, as available, air support to ground units in any city, which are involved in non-life-threatening or non-mutual aid activities, on a fee basis according to rates established by the Los Angeles County Auditor-Controller.

While most support services are included in the contract rate for patrol service, air service is not. Therefore, it is critical that Watch Commanders become quickly involved in the decision making process of determining the duration of the air unit's involvement since these costs could be passed on to the contract city. Desk personnel shall immediately notify the Watch Commander when an air unit is requested or when the air unit has self-initiated a response to a call within a contract city.

The air unit has the prerogative to respond to a call likely to require air support, without first being requested, in order to have aerial support over the location as soon as possible. The air unit shall advise SRC on the appropriate radio frequency that it is responding. A Watch Commander can decide to terminate the response or support and the air unit shall comply. If the air unit has arrived over the site of an incident that is not listed as inherently life-threatening and it is determined to be non-life-threatening, the service time is billable to the contract city up to the time the air unit is discontinued by the Watch Commander or the air unit returns to other duties or regular patrol.

While it is recognized that all situations are not always clear, Unit Commander discretion in changing billable call codes to non-billable, or visa versa, is limited.

If a Unit Commander does deem changes appropriate, he/she should have ample reasons for the change.

**STATION/BUREAU PROCEDURES:**

The Aero Bureau will provide support service as described within the above policy. The time spent handling all air support will be documented. Each Aero Bureau patrol crew will complete an "Aero Bureau Log" at the end of each shift documenting all service activity provided in unincorporated areas or cities. At the end of each month, Aero Bureau shall prepare a report synthesizing the aerial support provided to each contract city. Station Commanders shall receive a copy of this report for each contract city in their respective station area, not later than the fifth of each month.

Each station is required to record Aero Bureau support activity for contract cities in the station area on a daily basis. A "Station Aero Bureau Request Log" shall be maintained by the Watch Deputy, under the direction of the Watch Commander. It will reflect emergent, non-emergent, and mutual aid deployment of Aero units in the station's area of responsibility, and shall be submitted to the station's operations personnel daily. Upon receipt of the monthly Aero Bureau Activity Report for contract cities, The Unit Commander shall ensure that the station's log and the Aero Bureau's report is compared and a list of billable and non-billable activity for each contract city is compiled. By the seventh day of each month, Station Commanders shall submit a memorandum, listing the type, location, and time spent on aerial activity, to the Commander of the Contract Law Enforcement Bureau, with a copy to the concerned contract city manager. This memorandum shall reflect both billable and non-billable activity.

---

JAMES M. CALLAS, CHIEF  
FIELD OPERATIONS REGION I

---

WILLIAM A. BAKER, CHIEF  
FIELD OPERATIONS REGION II

---

LARRY L. ANDERSON, CHIEF  
FIELD OPERATIONS REGION III